#### FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND SECURITAS SECURITY SERVICES USA, INC., A DELAWARE CORPORATION FOR THE PROVISION OF SECURITY SERVICES

This Fourth Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and Securitas Security Services USA, Inc., a Delaware corporation, ("Contractor").

### RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on June 9, 2015, effective July 9, 2015, for the provision of security services ("Original Agreement"); and

WHEREAS, the Original Agreement was amended by a first amendment ("First Amendment") on June 10, 2016 and effective June 10, 2016 to replace **ATTACHMENT A**, attached to the agreement and entitled "On-Site and Security Patrol Schedules", with **Attachment A-1**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a second amendment ("Second Amendment") on June 20, 2017, effective January 1, 2017 to: (1) modify the County Contact definition to include an e-mail address as described in Section 1. DEFINITIONS; (2) provide additional hourly rates and to increase the maximum compensation for fiscal years (FY) 2016-17, 2017-18, 2018-2019, and 2019-2020; (3) delete the previously agreed upon cost adjustment provisions in Subsection G of Section 4; and (4) replace Attachment A-1, entitled "On-Site and Security Patrol Schedules" with Attachment A-2, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a third amendment ("Third Amendment") on August 22, 2017, effective August 22, 2017 to replace Attachment A-2, entitled "On-Sight and Security Patrol Schedules" with Attachment A-3, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, County and Contractor desire to amend the Original Agreement to: (1) modify existing service hours, (2) add additional service locations, and (3) increase maximum compensation for fiscal years (FY) 2017-18, 2018-19, and 2019-20 to cover the additional services, and (4) replace Attachment A-3, entitled "On-Site and Security Patrol Schedules" with Attachment A-4, entitled "On-Site and Security Patrol Schedules" ("Fourth Amendment"); and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Subsection E. of Section 4, <u>COMPENSATION</u>, of the Agreement is amended as of the effective date of this Fourth Amendment in its entirety to read as follows:

## Section 4. <u>COMPENSATION.</u>

- E. In no event shall the maximum amount payable under this agreement exceed the following per County fiscal year:
  - 1. \$38,500 in County fiscal year 2014-15
  - 2. \$467,000 in County fiscal year 2015-2016
  - 3. \$489,700 in County fiscal year 2016-2017
  - 4. \$530,000 in County fiscal year 2017-2018
  - 5. \$595,000 in County fiscal year 2018-2019
  - 6. \$640,000 in County fiscal year 2019-2020.
  - 7. In no event shall the maximum amount payable under this agreement exceed \$2,760,200 during the entire term of the agreement.
- II. Attachment A-3 attached to the Third Amendment entitled, "On-Site and Security Patrol Schedules" is replaced with Attachment A-4, entitled "On-Site and Security Patrol Schedules", attached and incorporated herein as of the effective date of this Fourth Amendment. Attachment A to the original Agreement shall remain in effect from June 9, 2015 until June 9, 2016, and Attachment A-1 to the First Amendment shall remain in effect from June 10, 2016, until December 31, 2016. Attachment A-2 shall remain in effect between January 1, 2017, until August 21, 2017. Attachment A-3 shall remain in effect between August 22, 2017, until the effective date of this Fourth Amendment.

# III. <u>REAFFIRMATION</u>

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

## IV. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

# V. <u>EFFECTIVE DATE</u>

Unless otherwise provided, this Fourth Amendment shall be deemed effective as of the last date it is signed by both Parties.

# SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the Parties hereto have executed this Fourth Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Fourth Amendment and to bind the Party on whose behalf his/her execution is made.

### **COUNTY OF SHASTA**

Date:

LES BAUGH, CHAIRMAN Board of Supervisors County of Shasta State of California

ATTEST LAWRENCE G. LEES Clerk of the Board of Supervisors

By: Deputy

Approved as to form: RUBIN E. CRUSE, JR. County Counsel 113 By: Alan B. Cox

Deputy County Counsel

## RISK MANAGEMENT APPROVAL

22/18 By:/James Johnson

Risk Management Analyst

## CONTRACTOR

Wallace Lavery, Securitas Security Services USA, Inc., Vice President

Date: 2127/18

### ATTACHMENT A-4 ON-SITE AND SECURITY PATROL SCHEDULES

Fixed Post locations and staffing: unless otherwise noted, all days cited exclude County Holidays

Location	Staffing	
1220 Sacramento Street	1 officer, Monday through Friday, 07:00 – 18:00	
1220 Sacramento St – Syringe Exchange Program	Wednesdays and Thursdays, 1 officer, 09:30 – 15:30	
1265 Redwood Blvd.	1 officer, Monday through Friday, 20:00 -2:00	
<ul> <li>1313 Yuba St (site also includes 1411</li> <li>Yuba Street/1612 Market Street</li> <li>(Wraparound); 1604 Market Street</li> <li>(Howell Hall); 1620/1624 Market Street;</li> <li>1628 Market Street (McFall))</li> </ul>	2 officers, Monday through Friday. 08:00 – 17:30	
1400 California Street	1 officer, Monday through Friday, 07:30 - 18:00	
1550 California Street	1 officer, Monday through Friday, 07:00 - 18:00	
1560 Market Street (site also includes 1420 Yuba Street and 1580 Market Street)	1 officer, Monday through Friday, 8:00 – 17:30	
1810 Market Street	1 officer, Monday through Friday, 06:00 – 07:30 1 officer, Monday through Friday, 16:00 – 18:00	
2460 Breslauer Way (site also includes 2406, 2420, and 2430 Breslauer Way buildings)	1 officer, Monday through Friday, 07:00 – 18:00	
2640 Breslauer Way (site also includes 2632, 2634, and 2644 Breslauer Way buildings)	<ol> <li>officer, Monday through Friday, 07:00 – 08:00</li> <li>officers, Monday through Friday, 08:00 – 17:00</li> <li>officer, Monday through Friday, 17:00 – 20:00</li> <li>officer, Saturdays, Sundays, and County holidays, 18:00 – 20:00</li> <li>officer, daily (seven days per week including County holidays), 22:30 – 23:30</li> </ol>	
2650 Breslauer Way	1 officer, Monday through Friday, 6:30 – 8:00 1 officer, Monday through Friday, 17:00 – 21:00	
2757 Churn Creek Road, Suites A and B	2 officers, Monday through Friday, 07:00 - 18:00	
36911 Main Street, Burney, CA	1 officer, Monday through Friday, 08:00 – 17:00	

Patrol locations and number of patrols per day (patrols are conducted seven days per week, including weekends and County Holidays, outside of regular business hours, 52 weeks per year)

Location	# Patrols
1220 Sacramento Street	2 patrols
1400 California Street / 1550 California Street	1 patrol
1450 Court Street (parking structure)	2 patrols (one patrol between the hours of 06:00 and 07:00)
1810 Market Street	1 patrol
2460 Breslauer Way (also includes 2406, 2420, and 2430 Breslauer Way buildings)	2 patrols
2640 Breslauer Way (also includes 2632, 2634, and 2644 Breslauer Way buildings)	2 patrols
2757 Churn Creek Road	2 patrols

Alarm response locations

- A. 1400 California Street, Redding, CA
- B. 1810 Market Street, Redding, CA
- C. 2420 Breslauer Way, Redding, CA
- D. 2430 Breslauer Way, Redding, CA
- E. 2460 Breslauer Way, Redding, CA
- F. 2632 Breslauer Way, Redding, CA
- G. 2634 Breslauer Way, Redding, CA
- H. 2640 Breslauer Way, Redding, CA
- I. 2644 Breslauer Way, Redding, CA